

AGREEMENT BETWEEN
NEWTOWN BOARD OF EDUCATION
AND
NEWTOWN PARAEDUCATORS ASSOCIATION
LOCAL 136-13
INTERNATIONAL FEDERATION OF
PROFESSIONAL & TECHNICAL ENGINEERS, AFL/CIO/CLC

JULY 1, 2022 THROUGH JUNE 30, 2025

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AGREEMENT

PREAMBLE

This Agreement made on the ___ day of _____, 2022, by and between the Newtown Board of Education, hereinafter referred to as the “Board”, and the Newtown Paraeducators Association, Local 136-13, International Federation of Professional & Technical Engineers, AFL/CIO, CLC and Paraeducators, hereinafter referred to as the “Association”.

Article 1 Recognition

The Newtown Board of Education (hereinafter referred to as the “Board”) recognizes the Newtown Paraeducators Association, Local 136-13 International Federation of Professional & Technical Engineers, AFL/CIO/CLC and Paraeducators (hereinafter referred to as the “Association”) as the exclusive bargaining representative for employees employed as classroom, special education, clerical, tutorial and monitorial paraeducators by the Board of Education of Newtown, Connecticut, for the purpose of collective bargaining in respect to rates of pay, wages, benefits, hours of employment and conditions of employment in accordance with the certification of July 27, 1992, the Connecticut State Board of Labor Relations in Decision No. 3028, Case No. ME-14, 500 and as provided by Section 7-467 et seq. of the Connecticut General Statutes.

Article 2 Board Rights

Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, the Board has and will continue to retain whether exercised or not, all the rights, powers and authority heretofore had by it, and shall have the sole right, responsibility and prerogative of management of the affairs of the Board of Education and direction of the working forces, including, but not limited to those rights provided by Conn. Gen. Stat. 10-220 and the following:

- a) To determine the care, maintenance and operation of equipment and property used for and in behalf of the purposes of the Board.
- b) To establish or continue policies, practices and procedures for the conduct of Board business and, from time to time, to change or abolish such policies, practices, or procedures, provided that the Board will notify the Association President of any change in Board policy affecting the duties and responsibilities of paraeducators within ten (10) days after approval of any such change (subject to the Association’s right to engage in impact bargaining in accordance with the Municipal Employee Relations Act).
- c) To discontinue processes or operations or to discontinue their performance by employees.

- d) To select and to determine the number and types of employees required to perform the Board's operations, and to create, modify and/or eliminate positions accordingly.
- e) To employ, transfer, promote or demote employees, or to lay off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interests of the Board.
- f) To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Board, provided such rules and regulations are made known in a reasonable manner to the employees affected by them. Nothing in the preceding sentence shall be construed to prevent the Board from taking disciplinary action against an employee for conduct not prohibited by a specific rule or regulation if the employee should reasonably have known that such conduct was improper.
- g) To create job specifications and revise existing job specifications, subject to the Association's right to negotiate the assigned wage rates.
- h) To determine the work year, work day and work schedules for employees.

Article 3 Negotiations

3.1 Negotiations Over a Successor Agreement

Not later than January 1 of the year in which this agreement expires, the Board and the Association agree to initiate negotiations over a successor agreement.

3.2 No Strike

Pursuant to Connecticut General Statute, Section 7-467, employees included in this Agreement shall not hinder the Board's operation by strike or withholding of services and the Board shall not pursue lock-out tactics of bargaining unit employees in any part of its operation.

Article 4 Grievance Procedure

4.1 Definitions

A. A "grievance" is defined as any dispute between the Board and any employee which involves the interpretation or application of any of the provisions of this Agreement; or a claim based on the discriminatory application of written personnel policies relative to employment, copies of which will be supplied to the Association.

- B. A "grievant" is an employee in the paraeducators' bargaining unit making said claim. The Association may represent the aggrieved person at any time during the grievance procedure.
- C. "Days" shall mean calendar days other than Saturdays, Sundays and holidays.

4.2 Purposes

- A. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems that may arise affecting the welfare or working conditions of members of this unit.
- B. Both parties agree these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.
- C. Nothing herein contained shall be construed as limiting the right of an employee having a grievance to discuss the matter informally with any appropriate member of the administration.

4.3 Procedure

- A. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may be, however, extended by mutual agreement in writing or by email.
- B. If in the judgment of the Association, a grievance affects the bargaining unit as a whole, or any group or class within the unit, the Association President may submit such grievance in writing directly to the Superintendent at Level Two.
- C. If the grievant fails to file a grievance within the time limit set forth herein, such grievance shall be considered waived.
- D. If the grievant fails at any level to appeal a grievance to the next level within the specified time limits, the grievance shall be deemed waived. Failure of the Board at any level to comply with time limits regarding responding to a grievance shall permit the grievant to appeal the grievance to the next level.
- E. Informal - School Principal or Designated Administrator

The Paraeducator with a grievance will meet to discuss the matter with the Principal or designated administrator directly or through/with an Association representative with the objective of resolving the matter informally.

- F. Level One - Formal - School Principal or Designated Administrator

A grievant with a grievance shall, within fifteen (15) days following the event or condition on which the grievance is based, file a written grievance with his/her Principal or designated administrator. The Principal or designated administrator shall give the grievant a written response within five (5) days.

G. Level Two - Superintendent of Schools

1. In the event that the grievant is not satisfied with the disposition of the grievance at Level One, or in the event that no decision has been rendered within ten (10) days after presentation of the grievance, he/she may file a written grievance with the Superintendent within five (5) days after the response at Level One, or within fifteen (15) days after the grievance was presented, whichever is sooner. Any written grievance must set forth the specific article and section of this agreement that has allegedly been misinterpreted or misapplied or specific written personnel policies relative to employment that have been discriminatorily applied.
2. Within five (5) days after receipt of the written grievance, the Superintendent, or his/her designee, shall meet with the grievant (and representative of the Association if the grievant so desires) in an effort to resolve it. The grievant shall be given a written response to his/her grievance within ten (10) days after such meeting. The response will be signed by the Superintendent, or his/her designee, and will constitute the Superintendent's decision on the grievance.

H. Level Three - Board of Education

In the event that the grievant is not satisfied with the disposition of the grievance at Level Two, or in the event that no decision has been rendered within fifteen (15) days after presentation of the grievance to the Superintendent he/she may file such written grievance to the Board within fifteen (15) days after the meeting at Level Two. Within twenty (20) days after receiving the written grievance, the Board or Board committee shall meet with the grievant (and a representative of the Association and/or International Union if the grievant so desires) for the purpose of resolving the grievance. The decision on the grievance at Level Three shall be rendered by the Board or Board committee within fifteen (15) days after such meeting.

I. Level Four - Arbitration

If a grievance is not settled at Level Three, the Association may submit the grievance to final and binding arbitration by providing written notice to the Superintendent of Schools with ten (10) days after the decision was rendered or should have been rendered at Level Three. The Board shall have the option to select either the State Board of Mediation and Arbitration (SBMA) or the American Arbitration Association (AAA) to hear the grievance. If the Board wishes to select the AAA to hear the grievance, it shall so notify the Association, in writing, within ten (10) days of receipt of the Association's written notice of intent to proceed to arbitration. In the event that the Board does not

so notify the Association within such time period, the Board shall thereby waive its right to select the AAA to hear the grievance. Not later than ten (10) days after receipt of notice from the Board designating its selection of an arbitration agency, or, in the event no such notice is received, within ten (10) days after the period for providing such notice has expired, the Association shall file for arbitration with the appropriate arbitration agency, with a copy to the Superintendent of Schools or his/her designee. The parties shall share the arbitration filing fee equally. For any case in which the Board exercises the option to have the AAA hear the grievance, the Board shall pay the arbitrator's fees.

The arbitration proceedings will be conducted in accordance with the rules and regulations of the applicable arbitration agency. The arbitrator shall hear only one grievance at a time. The arbitrator shall have no authority to add to, subtract from, or modify the terms of this Agreement.

The parties agree that the decision of the arbitrator shall be final and binding, except as otherwise provided by law, and that this grievance procedure shall be the sole and exclusive means of resolving claims which are encompassed within the definition set forth in Section 4.1.A.

4.4 Miscellaneous

- A. The grievant(s), together with witness(es) and the Association representatives, shall suffer no loss of earnings or benefits as a result of meetings or hearings scheduled during school hours as a result of the application of this grievance arbitration procedure. When feasible, all meetings or hearings shall be held within the hours of the employees' work day, with the exception of Level 3, which will be scheduled in accordance with Board of Education scheduled meetings.
- ~~B. No reprisals of any kind shall be taken by either party or any member of the administration against any participants in the grievance procedure.~~
- C. Grievances and responses to grievances shall be filed separately from the personnel files of the grievant. This does not preclude the Board from placing memoranda or similar material that are disciplinary in nature in the individual employee's file. The grievant has the right to attach a statement of rebuttal to any disciplinary material added to his/her file. If such disciplinary matter is the subject of a grievance and the grievance is decided in favor of the grievant, it shall be removed from the file, consistent with such decision.

Article 5 Employment Practices

5.1 Conditions of Employment

- A. Non-Discrimination

The Board agrees not to discriminate against any Association officer, member or representative relating to employment in violation of federal or state statutes.

B. Employment Practices

1. The Board will provide a copy of this agreement to newly hired employees. The Director of Human Resources will provide Association Officers with information regarding any new hires through real-time electronic transmission no later than ten (10) days after the employee was hired or the first pay period of the month after the employee was hired, whichever is earlier.
2. All new employees will serve a probationary period for six (6) school calendar months for the purpose of performance evaluation, during which time they may be terminated without recourse to the grievance procedure. After the first three (3) school calendar months of the probationary period, employees may use accrued sick and personal time. Probationary employees are entitled to holiday pay.
3. The Superintendent reserves the right to increase a paraeducator's hours upward of 50% of their regular hours within a school year to meet students' needs without posting the position.
 - a. In the event said increase places the paraeducator at or over twenty-seven and one-half (27.5) hours/week the position must be posted internally.
 - b. Notification of an increase in an employee's hours will be given to the Association President prior to notifying the employee of the anticipated increase.

C. Vacancies and New Positions

1. When the Board decides to fill a vacancy or new position within the paraeducators' bargaining unit, it shall email all paraeducators via district email and post notice of the vacancy or new position on the District's website for a period of five (5) business days. Such notification shall indicate that interested candidates shall apply for the position using the district's electronic process. The notice of such vacancy or new position shall clearly set forth the responsibilities, qualifications, and salary. Qualified bargaining unit applicants shall be granted an interview. When there are two or more applicants for such vacancy or new position, the Superintendent or his/her designee will make the decision based on qualifications and seniority. Qualifications include, but are not limited to, previous work experience, educational background, evaluations, and interview. The decisions by the Superintendent or his/her designee regarding whether a bargaining unit employee is qualified for a vacancy or new position, and regarding which applicant will be appointed to the vacancy or new position, must be submitted in writing to

the Association President upon written request within five (5) business days with the reason for the decisions. Such decisions shall not be grievable.

2. In the event that a currently employed paraeducator ("internal candidate") is determined to be not qualified, the Superintendent or his/her designee will notify the candidate that he/she is not qualified for the new position or vacancy. Upon request from an internal candidate, the Superintendent or his/her designee responsible for hiring may provide feedback as to the reason the candidate is deemed not qualified.
3. After the first three (3) school calendar months of the probationary period, probationary employees will be eligible to apply for a vacancy or new position.

D. Involuntary Transfers

1. The Superintendent shall have the right to transfer employees in the best interest of the school system. Involuntary transfers shall be made only after the vacancy has been posted in all schools and on the district website for five (5) business days. In the event that there are no qualified applicants for the posted vacancy or new position, the involuntary transfer may be made with the approval of the Superintendent or his/her designee. The qualified employee with the least seniority shall be the first to be transferred. Transfers shall be made only after the Association President has been notified and, if necessary, a meeting with the employee and the Superintendent or his/her designee wherein the employee shall be informed of the reason for the transfer.
2. Whenever a vacancy occurs in a position from which an employee has been involuntarily transferred, that person shall have the first opportunity to request a transfer back to that position.

5.2 Work Schedules

A. Work Year/Work Week

1. The work year and week shall be in accordance with the calendar year established for the Newtown School System. The number of days worked in a school year and the number of hours worked in a day shall be determined at the beginning of the school year or at the time a position is filled by the school Principal in accordance with needs and the budget.
2. Attendance at Convocation Day activities shall be mandatory for all Paraeducators. In the event that the Board schedules professional development for Paraeducators on Convocation Day, following the Convocation program, attendance at the professional development program shall be mandatory for all Paraeducators. The Administration will confer with the Association President in developing the content for the professional development session. Paraeducators who are in attendance on

Convocation Day (including any professional development program scheduled for Convocation Day) shall be paid at their regular hourly rate.

3. A Paraeducator may request to work up to four (4) hours in the week prior to the start of the school year in coordination with the teachers' start date. Any such request shall include a written plan describing the job responsibilities that will be carried out by the Paraeducator during such time. All such requests shall be subject to the approval of the Principal and supervisor.
4. The work year for K-4 Library Media Center Paraeducators will be five (5) days longer than the contractual work year for Paraeducators, with three (3) days prior to and two (2) days after the end of the regular work year.

B. Work Day

1. On PLC (teacher training) days, parent/teacher conference days and high school exam days, employees may work their regular workday and shall be paid at their regular hourly rate based on the number of hours worked on such days.
2. Notwithstanding the foregoing, the Board shall provide professional development for Paraeducators on at least two (2) delayed opening days and/or early release days per year, to be scheduled by the Administration in consultation with the Association President. (In the event that the Board does not schedule professional development for Paraeducators on Convocation Day for any school year, the Board shall provide professional development for Paraeducators on at least three (3) delayed opening days and/or early release days for that school year). Such professional development will occur during the delayed opening or early release portion of such day(s). Attendance for such professional development program(s) shall be mandatory for all Paraeducators who are scheduled to work during those hours. Attendance for Paraeducators who are not scheduled to work those hours shall be voluntary, and the Paraeducators who attend such program(s) shall be paid at their regularly hourly rate, even if such attendance exceeds their scheduled work week. The Administration will confer with the Association President in developing the content for the professional development sessions. The Board reserves the right to schedule additional professional development with appropriate notice.
3. The work week for the position of Behavior Interventionist will be thirty-five (35) hours per week.

5.3 **Unscheduled Delayed Opening or Early Dismissal**

- A. An unscheduled delayed opening or early dismissal is defined as any change in the school day hours not previously identified at the start of the school year within the Board's established school calendar. This change can be the result of, but not limited to, such occurrences as inclement weather, power outages, or other emergencies.

- B. Paraeducators will be compensated for their full day, regardless of hours worked and regardless of when the change in school day was determined. In the event a Paraeducator is absent on any such day due to illness or personal leave, they shall be charged a full sick/personal day, notwithstanding the delayed opening or early dismissal.

5.4 Assignment

Employees already employed in the school system shall be notified of any modification of their building assignment by the Board or its designee for the ensuing year no later than August 15th.

5.5 Seniority, Layoff, Recall

- A. Seniority shall be defined as an employee's continuous length of service with the Board from that employee's date of hire in a position in the Paraeducators' bargaining unit.
- B. Seniority and continuity of employment will not be considered broken by an approved leave.
- C. Layoff, Recall and Reduction in Hours.
 - 1. In the event an employee's position is eliminated, the reduction in force will be based on seniority with the least senior employee laid off first pursuant to Section 5.5. -D.9 herein.
 - 2. Laid off employees shall have recall rights for one full year from the date of layoff.
 - 3. When employees are to be recalled, the first one recalled shall be the last one laid off.
 - 4. Seniority for a laid off employee shall continue from the date of recall.
 - 5. Accumulated sick leave benefits shall be restored to an employee upon recall under this provision and Article 7.
 - 6. In the event that an employee is laid off and recalled in the same school year, any personal leave time remaining at the time of layoff will be restored upon recall under this provision and Article 7.
 - 7. No new employees shall be hired while employees qualified to perform the work (as defined in Article 5, Section 5.1.C.1) are laid off and are still on recall.
 - 8. Whenever a position is eliminated, or the hours are reduced and an employee's insurance benefit status is changed as a result of the reduction, the Superintendent will review remaining employee positions within the district for placement of the

affected employee based on seniority and qualifications. This review will be for placement in a similar position with the same work hours for the most senior employee.

9. Layoff Procedure: When it is necessary to have layoffs, including elimination of positions or a cut in the number of hours of a position, the following procedures shall be adhered to:

a) Management has the right to determine which positions are affected, and what the remaining positions shall be.

b) For each position that is reduced in hours, the employee in the position shall be given the option of accepting the reduction or, if eligible, choosing to bump into another position.

c) Once the reduction in hours for an employee is set, a layoff list shall be established.

d) The bumping process shall be based on the number of hours in a position, and the employee's seniority.

1. An employee cannot bump into a position with a greater number of hours.

2. The most senior affected employee shall bump the least senior employee with the same number of hours.

3. This shall continue in each case with the next most senior employee bumping the next least senior employee.

a. Should there be no employee to be bumped with the same number of hours, the bumping employee shall bump the least senior employee with fewer hours that is closest to the number of hours in the bumping employee's current position.

b. At some point, there will be a situation where an employee has no one to bump.

e) Once employees are informed of what position they may bump into, they will be given five (5) calendar days, other than Saturdays, Sundays and holidays, to determine if they will accept the position (subject to a possible reduction of such time period by mutual agreement of the Superintendent or his/her designee and the Association President, based on extenuating circumstances).

f) Any positions that are vacated will be posted, and open to all internal employees, and anyone with recall eligibility, in accordance with Article 5, Section 5.1.C.1.

g) The following employees shall be qualified to be on a recall list:

Those whose positions have been eliminated, or who have been bumped, and there is no one for them to bump; and if they have attempted to find another position and have not been able to do so.

h) Should an employee on the recall list not attempt to apply for a vacant or new equal or similar position for which they are qualified, the employee shall be removed from the recall list.

i) Should a qualified employee refuse to bump into the offered position, and refuse to apply for any comparable (within three (3) hours per week of current assignment) position, the employee shall be considered to have resigned from the district, and shall not be placed on the recall list.

5.6 Discipline and Dismissal

A. Disciplinary action, including dismissal, shall be for just cause only.

B. All disciplinary actions must be documented by the building or district administrator. A copy of any disciplinary action shall be given to the Association President at the time it is given to the employee.

C. Discipline shall be progressive and corrective in nature and may include verbal warnings (notation to employee's file), written warnings, suspensions with or without pay, and/or dismissal.

D. Any employee may be subject to immediate suspension or dismissal for serious offenses.

E. Employees shall have the right to grieve any disciplinary actions.

5.7 Bulletin Boards

The Association will have access to bulletin boards maintained in faculty lounges to display notices, circulars, and other Association material. Copies of such material will be given to the building Principal in advance of posting, but his advance approval will not be required. The Association agrees that it will not post any material which is derogatory to the administration, the Board, or any member thereof, or the school system.

5.8 Personnel Files and Evaluations

A. Employees will be evaluated at least annually by their immediate supervisor.

- B. In conjunction with Board designees, the Association officers would have the opportunity to establish a standardized performance evaluation form to be used in all the schools.
- C. Administrators, teachers and immediate supervisors are encouraged to place information of a positive nature indicating special competencies, achievements, performances or special contributions in employees' personnel files.
- D. Employees have the right to inspect their personnel files, to receive photocopies of any relevant materials therein and to attach a written comment to any evaluation or correspondence within ten (10) days of its placement in the file. No critical or negative material shall be placed in the employee's personnel file unless a copy has been given to the employee. Verbal and written warnings three (3) years old or older in the personnel file cannot be used for progressive discipline against an employee except in the case of a similar offense.

Article 6 Compensation

6.1 Salary

The salary schedule for positions covered by this agreement is as set forth in Appendix A attached hereto and made a part of this agreement.

6.2 Rate of Pay

- A.
 - 1. All employees currently employed by the Board as of the date of ratification of this contract shall be placed on the level of wages as outlined in Appendix A.
 - 2. All employees hired by the Board subsequent to the date of ratification of this contract shall be placed on the Base Level of pay (Level 1), except as otherwise provided in Appendix A with respect to K-4 Library Media Center Paraeducators.
 - 3. Advancement from one level to the next on Appendix A shall occur in accordance with the provisions of Appendix A.
- B. Paraeducators who have been employed by the Board and have left the district will be given full credit for their prior service with the Board, provided they are rehired by the Board within one (1) year from the date they left the district. Full credit for such prior service with the Board will be given for wage level placement, accumulated sick time and seniority, less the time away from the district. A paraeducator rehired by the Board more than one (1) year after leaving the district will re-enter as a new employee.
- C. All employees will be paid for hours worked only in accordance with the appropriate level on the pay scale.

- D. Employees are required to submit their timesheets in a timely fashion, which shall be Friday at noon in the week before payday. (This day and time may vary if it is a week containing a holiday). The designation of personal and sick days on time sheets is binding, and cannot be changed after the fact, later than the next payroll period.

6.3 Salary Payments

Employees shall be paid bi-weekly, via direct deposit, in accordance with the standard payroll pay periods from September through June. Salary payment vouchers will be sent electronically to all employees.

6.4 Longevity

A longevity benefit based on cumulative years of employment as an employee in the Newtown Public School System shall be as follows: an employee who has completed ten (10) or more years of service on their anniversary date each year shall receive a longevity payment of \$100 in addition to their annual salary. After completing fifteen (15) years or more, the longevity payment will be \$175 in addition to their annual salary. After completing twenty (20) years or more, the longevity payment will be \$225 in addition to their annual salary. Longevity payments will be made on their first payday in December. Employees hired after September 30, 2005 shall not be eligible for longevity payments.

6.5 Substitute Teacher Coverage

When a paraeducator is assigned (to act as a substitute teacher) to cover a class when the teacher is not present, the paraeducator shall receive an additional stipend of fifteen dollars (\$15) for a half day and thirty dollars (\$30) for a full day.

For grades K-6, a half-day shall be defined as no less than one-half hour up to three (3) hours of classroom coverage in a given day.

For grades 7-12, a half-day shall be defined as not less than the equivalent of one (1) classroom period and not more than three (3) hours total during one school day.

Anything beyond three (3) hours at any grade level is considered a full day.

6.6 School Committee/Clubs/Athletic Teams

Any Paraeducator assigned to work with a student who is participating in an after-school activity will be compensated at their regular rate of pay up to forty (40) hours per week, and must be approved by the Superintendent or his/her designee. Any work over forty (40) hours will be compensated at time and a half.

6.7 Field Trips

In the event an employee is assigned to accompany students on an overnight field trip, the employee shall be compensated for all hours that the employee is actively working with the student. The employee shall be paid at straight time for all hours in that week, up to forty (40) hours, and shall be paid at time-and-a-half for all hours over forty (40) and for all hours on Saturday and Sunday.

6.8 Workshops/Seminars

Employees shall be compensated at their regular hourly rate when attending job related workshops/seminars on a regularly scheduled school day. The workshop/seminar must be approved by the Principal or special education administrator as relevant to the employee's professional responsibilities.

6.9 Educational Compensation

Association members who have five (5) or more years of consecutive employment with the Board and a Bachelor's Degree or higher shall receive as an Educational Stipend an additional \$0.25 per hour in addition to their salary set forth in Appendix A.

6.10 Personal Care Compensation

Association members who assist students in Activities of Daily Living (including without limitation, toileting, feeding, or diapering) for one (1) full work day or more, shall receive additional compensation in the amount of \$1.00 per hour. The parties agree that such compensation is to be paid only when an employee is at work and performing the duties described in this section. If an employee is absent from work for any reason, the employee shall not be eligible for such compensation during the period of absence. If an employee fills in for an absent employee in performing such responsibilities for one (1) full work day or more, the employee filling in will receive the additional compensation set forth in this section for the time period in which the employee performs such responsibilities. The Board shall provide Association members with the training necessary to assist students in Activities of Daily Living.

6.11 Compensation for Behavioral Interventionists

Behavioral Interventionists shall receive additional compensation in the amount of \$1.50 per hour.

6.12 Compensation for Chemistry Lab Paraeducator

The Chemistry Lab Paraeducator shall receive additional compensation in the amount of \$1.00 per hour.

6.13 Compensation for Project Adventure Paraeducator

The Project Adventure Paraeducator shall receive additional compensation in the amount of \$1.00 per hour.

Article 7 Approved Absences

7.1 Sick Leave

- A. Sick leave of fifteen (15) days annually (prorated for new hires), with full pay, cumulative to a maximum of one hundred fifty (150) working days, shall be credited to employees. Employees may utilize up to five (5) sick days annually for purposes of caring for an ill household member.
- B. Paraeducators will be compensated for the number of hours they were scheduled to work on the day taken as sick leave.
- C. Employees shall be notified of their sick leave status on their payroll vouchers.

7.2 Personal Days

Each school year, all employees shall be entitled to three (3) personal days with pay, which will be prorated for new hires, for legal, religious, business or family matters; i.e., as defined in Section 7.4, the birth of a child, marriage, serious illness in employee's household or immediate family that requires absence during school hours. Personal days for these purposes shall be in addition to any sick leave accumulated. It is expressly agreed that such leaves are not to be used for extension of vacation periods, recreation, or holidays.

7.3 Temporary Disability Leave

Temporary disability, including maternity leave, shall be provided in accordance with state and federal laws, and employees shall be allowed to use their available sick and personal days. Employees may be required by Central Office to complete paperwork in accordance with the Family and Medical Leave Act when the employee qualifies.

7.4 Bereavement Leave

- A. Leave shall be granted with full pay for five (5) working days following a death in the household or the immediate family. Immediate family members shall be defined as parents, stepparents, foster parents, guardians, brothers, sisters, in-laws (mother, father), spouse, children or stepchildren.
- B. There will be a maximum three (3) days leave for grandparents and brothers or sisters-in-law. In special cases, the Superintendent or his/her designee may make allowance.

7.5 Leaves Without Pay

- A. Leaves of absence for an agreed duration not to exceed one year may be granted by the Board without pay when such action is recommended by the Superintendent or his/her designee for reasons of maternity, personal illness, immediate family emergencies, or disability.
- B. At the discretion of the Board, other extended leaves not covered by this agreement, with or without salary, may be granted upon the recommendation of the Superintendent or his/her designee.
- C. Employees on unpaid leave of absence may have the option of purchasing medical benefits for any period during their leave if permitted by the insurance carrier and if they were already eligible for insurance and purchasing from the Board, with the approval of the Board.
- D. An employee who returns to work upon termination of any leave of absence shall be reinstated in his or her previous position at the same salary level on the current wage scale.
- E. Employees shall be permitted to take up to two (2) unpaid in-session days with prior approval of the Superintendent. The employee must provide the Director of Pupil Personnel Services or the building Principal with notice in writing at least two (2) weeks in advance, unless emergency circumstances prevent two (2) weeks' notice. The employee must inform the supervisor as to the emergency circumstances. Such days are not to be taken consecutively and are not to be used to extend holidays, vacations, or other approved periods of absence.

7.6 Jury Duty

- A. Any employee who is called for jury duty shall receive the necessary leave to fulfill this legal obligation. This leave shall not be deducted from sick or personal leave. For the period of jury duty, the employee shall receive from the Board pay equal to the amount by which, if any, his or her regular pay exceeds the fee for jury duty.
- B. The employee called for jury duty shall notify the Superintendent or his/her designee in writing as soon as the employee has received either a notice from the court indicating that he/she has been selected for service on the jury panel or a notice to appear in court for service on the jury panel.

7.7 Paid Holidays

For the 2022-23 contract year, employees will be entitled to one (1) paid holiday. This paid holiday will be Thanksgiving Day.

Effective with the 2023-24 contract year, employees will be entitled to two (2) paid holidays: Thanksgiving Day and New Year's Day.

Article 8

Association Rights

8.1 Association Dues

- A. Upon the submission of a written authorization signed by an employee, the Board will deduct the Association's dues from the pay of the employee and such authorization shall continue from year-to-year unless revoked. The deductions shall be made in bi-monthly installments and sent directly to the treasurer of the Association within ten (10) days of such deduction.
- B. The Association shall hold the Board harmless against all claims and any other forms of liability that may arise by reason of any action taken in making deductions and remitting it to the Association.

8.2 Association Meetings on School Property

All Association activities, other than grievance meetings and negotiations, shall be held before or after school hours. Requests for Association meetings on school property shall be made to the proper authority.

8.3 Membership List

The Board shall prepare a list of all employees covered by this agreement. The list will be available every one hundred twenty (120) calendar days. The list will show each employee's date of hire, school assignment, rate of pay and such additional information as required by applicable law, and will be supplied to Association officers.

8.4 Paid Time for Association Activities

- A. The Association President, or his/her designee, who is required to attend grievance sessions during working hours shall suffer no loss of earnings and shall be paid at his/her regular rate for their normally worked hours.
- B. Negotiations will be held at a time mutually convenient to both parties.

Article 9 Insurance Benefits

9.1 Workers' Compensation

Whenever an employee is absent from work as a result of personal injury compensable under the Connecticut Worker's Compensation Law, full salary less the amount of weekly compensation award, shall be paid for the first one hundred twenty (120) work days, after which normal benefits as provided by Connecticut State Law shall apply. Such absence shall not be charged to the employee's sick leave. This provision is not intended to provide any benefit greater than what the employee would have normally received at full pay.

9.2 Employee Protection

- A. The Board will protect and save harmless any member of the unit from any financial loss and expense, including legal fees and costs arising out of any claim(s), demand, suit, or judgment as provided by Connecticut General Statutes, Sec. 10-235 (as amended from time-to-time).
- B. The Board will provide liability insurance for all employees covered by this agreement for any claims of ordinary negligence against an employee performing his/her assigned duties.

9.3 Group Medical Insurance

- A. High Deductible Health Plan/Health Savings Account ("HSA Plan") (as described in Appendix C)

The following High Deductible Health Plan shall be the sole health insurance plan:

HDHP		
Cost Shares Provisions	In-Network	Out-of Network (OON)
Annual Deductible (individual/aggregate family)	\$2,250/\$4,500	
Medical Cost Share	0%/100% (no member copays or coinsurance)	20/80% after deductible, up to co-insurance maximum

Prescription Drug Coverage	Subject to deductible then: \$10 Generic, \$30 Preferred Brand, and \$50 Non-Preferred Brand, up to co-insurance maximum	20/80% after deductible, up to co-insurance maximum
Coinsurance Maximum	\$0 Medical \$1,000/2,000 RX (Includes In-Network Post Ded. RX Copays)	\$2,250/4,500 (Includes OON Medical and OON RX Coinsurance)
Annual Combined In and Out of Network Out-of-Pocket Maximum ⁽¹⁾	\$5,500 individual coverage/\$11,000 family coverage (includes deductible and in-network and out-of-network cost shares)	
Lifetime Maximum	Unlimited	Unlimited
Preventive Care	Deductible not applicable	20% after deductible, subject to co-insurance limits

- (1) Note: If a participant incurs no out-of-network services after the deductible the total Out-of-Pocket Max would be limited to \$3,250/\$6,500.

Following exhaustion of the applicable deductible, prescription drugs shall be subject to post-deductible co-payments of \$10/30/50 (2X Copay for mail order 90 day supply).

The Board will fund forty-five percent (45%) of the applicable HSA deductible (with pro-rated funding of the deductible for employees who are hired after commencement of the insurance plan year). In the first year an employee participates, the Board shall deposit the full amount of its contribution into the employee's HSA in September. Thereafter, the Board shall deposit one-half of its contribution into the employee's HSA in September and the remaining one-half of its contribution in January.

The parties acknowledge that the Board's contribution toward the funding of the HSA plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for actively employed paraeducators. The Board shall have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment.

Wellness Incentive: The HSA plan set forth in this Article shall include a wellness incentive program, designed to provide early diagnosis and appropriate information to patients so that they and their health care professionals can determine appropriate, timely courses of treatment as needed. The wellness program will include preventive physical examinations. If the employee and the employee's spouse (if applicable) complete one (1)

preventive physical examination during the term of the contract, the Board will make a one-time contribution into the employee's HSA, in the following amounts, as applicable:

Individual coverage: \$100
Family coverage: \$200

For the purposes of this paragraph, the measurement period for completing the physical examination will be the calendar year. The Board will make its additional HSA contributions on or about the July 1st following completion of the calendar year during which the physical exams are completed.

A Health Reimbursement Account ("HRA") shall be made available for any employee who is precluded from participating in a Health Savings Account ("HSA") because the employee receives Medicare and/or veterans' benefits. The annual maximum reimbursement by the Board for employees participating in the HRA shall not exceed the dollar amount of the Board's annual HSA contribution for employees enrolled in the HSA.

B. Employees will contribute the following premium contributions toward the costs of coverage for health insurance:

	Effective July 1, 2022	Effective July 1, 2023	Effective July 1, 2024
HDHP Plan	18%	18%	18%

C. For all purposes under this Article, the term "dependent child" shall be defined in accordance with applicable law. In the event of a question about a dependent receiving insurance coverage, the Board may require the employee to provide a certified copy of that portion of the employee's Federal Income tax Return that lists dependents, or other legal documents showing the employee's legal responsibility to provide health insurance.

D. All employees are eligible for health insurance when working at a level of twenty-seven and one-half (27.5) hours or more per week.

E. The Board reserves the right to study alternative health insurance plans with different carriers and to change insurance carriers on health insurance, provided the following steps occur:

1. Other carriers may be substituted provided the overall level of benefits remains substantially comparable, when considered as a whole, at no additional cost to the employee.
2. The Association shall have the opportunity to study the proposed plan(s) for a period of thirty (30) working days.

3. If, at the end of the aforementioned thirty (30) working days, there is a disagreement between the parties on whether or not the plan(s) offer(s) the requisite coverage, benefits, portability, and administration, then the issue will be sent to a mutually selected arbitrator. If the parties are unable to agree on an arbitrator, the American Arbitration Association shall be required to appoint an arbitrator with expertise in the health insurance field in accordance with their rules and regulations. The decision of the arbitrator shall be binding on the parties. If the arbitrator rules the Board's alternate carrier meets the criteria previously outlined in the section, and the Board changes carriers, the standards must be maintained during the life of the agreement. The Association shall retain the right to ask the arbitrator to reinstate the original carrier if the standards outlined are not maintained.

F. Annual Enrollment

An election to reinstate coverage may be made during the "open enrollment" period held in May or June of each year and shall be effective during the succeeding July 1 through June 30 period. This clause does not affect new employees or the addition of new dependents.

G. Employee Cancellation of Board Coverage

Employees may change their insurance enrollment status during the insurance plan year only to the extent permitted by Section 125 of the Internal Revenue Code.

- H. In the event the total cost of a group health plan offered under this Agreement triggers an excise tax under Internal Revenue Code §49801 ("Cadillac" tax), or any other State or Federal Law, the Parties agree to a reopener limited to alternatives to address the impact of the Cadillac Tax.

9.4 Life Insurance

Employees working twenty-three (23) hours or more per week will be covered for accidental death and dismemberment and life insurance in the amount of \$30,000 at no cost to the employee.

9.5 Dental Insurance

All employees working twenty-seven and one-half (27.5) or more hours per week may elect to purchase current Board of Education dental coverage. Such employees shall pay the following percentages of the premium costs:

Effective July 1, 2022	Effective July 1, 2023	Effective July 1, 2024
40%	30%	21.5%

9.6 Pension

- A. After six (6) months of employment, employees hired prior to July 1, 2015 working twenty-three (23) or more hours per week shall be eligible to join the Town pension plan. Personnel currently covered shall retain coverage. The plan shall be administered in accordance with the rules and regulations of the Town pension plan.
- B. Employees hired on or after July 1, 2015 shall be eligible to participate in the Town defined contribution plan.

Article 10 Savings Clause

If any provision of this agreement is, or at any time shall be, found contrary to law, then the provision shall not be applicable except to the extent permitted by law. The Board and the Association shall jointly consider the effect of such a finding and determine what, if any, future action may be required. During this period, all other provisions shall continue in effect.

Article 11 Signing and Distribution

Within two (2) weeks of the ratification by the Association and the Board of any successor agreement or as soon thereafter as is reasonably possible, the Board agrees to submit the new written agreement to the President of the Association for signature. Within two (2) weeks of signature by both parties or as soon thereafter as is reasonably possible, the Board agrees to have copies of the agreement available for distribution to the President, the negotiating committee, the international representative and all Association officers of the Association. The Association will distribute copies of the agreement.

Article 12 Duration

- 12.1** This agreement shall become effective on July 1, 2022 and shall remain in full force and effect until June 30, 2025.
- 12.2** In the event that the Board and the Association fail to secure a successor to this agreement prior to its expiration as set forth in Section 12.1 hereof, each provision of this agreement shall be continued in full force and until a succeeding agreement is entered into.

THE NEWTOWN BOARD OF EDUCATION


By Its Authorized Representative

06/21/2022
Date:

NEWTOWN PARAEDUCATORS ASSOCIATION
Local 136-13, International Federation of
Professional & Technical Engineers,
AFL/CIO, CLC


By Its Authorized Representative

06/30/22
Date

APPENDIX A
WAGES
JULY 1, 2022-JUNE 30, 2025

		2022-23	2023-24	2024-25
Level 1	0-5 Years	\$16.45	\$16.78	\$17.11
Level 2	6-10 Years	\$16.85	\$17.19	\$17.53
Level 3	11-15 Years	\$17.40	\$17.75	\$18.10
Level 4	16+ Years	\$18.75	\$19.13	\$19.51

Employees shall advance on the wage levels as follows:

- a) After completing five (5) years of service (i.e., after the employee reaches the fifth (5th) anniversary date), the employee will advance to Level 2, effective on the January 1st or July 1st following that anniversary date, whichever occurs first.
- b) After completing ten (10) years of service (i.e., after the employee reaches the tenth (10th) anniversary date), the employee will advance to Level 3, effective on the January 1st or July 1st following that anniversary date, whichever occurs first.
- c) After completing fifteen (15) years of service (i.e., after the employee reaches the fifteenth (15th) anniversary date), the employee will advance to Level 4, effective on the January 1st or July 1st following that anniversary date, whichever occurs first.
- d) For example, an employee with a date of hire of September 15, 2021 will advance on the wage levels as follows:

Event	Date	Wage Level
Date of Hire	9/15/21	Effective 9/15/21, the employee is placed on Level 1.
5 th Anniversary	9/15/26	Effective 1/1/27, the employee moves to Level 2.
10 th Anniversary	9/15/31	Effective 1/1/32, the employee moves to Level 3.
15 th Anniversary	9/15/36	Effective 1/1/37, the employee moves to Level 4.

- e) For example, an employee with a date of hire of March 1, 2022 will advance on the wage levels as follows:

Event	Date	Wage Level
Date of Hire	3/1/22	Effective 3/1/22, the employee is placed on Level 1.
5 th Anniversary	3/1/27	Effective 7/1/27, the employee moves to Level 2.
10 th Anniversary	3/1/32	Effective 7/1/32, the employee moves to Level 3.
15 th Anniversary	3/1/37	Effective 7/1/37, the employee moves to Level 4.

Note: Employees' wage level placements/advancements for the 2022-25 contract shall be as set forth in parties' signed April 7, 2022 name-by-name bargaining unit listing.

- Due to the different responsibilities of K-4 Library Media Center Paraeducators, those positions will have a different rate of pay. The rate of pay will be unrelated to the Date of Hire, and will be set at Level 4.

Grandfathered Pay Levels:

The following pay levels shall apply only to those employees who were placed on Step 7 (Level 6) or Step 6 (Level 5), respectively, as of June 30, 2007. There shall be no movement between Levels 5 and 6 for any such employee.

		2022-23	2023-24	2024-25
Level 5	Everyone on Step 6, June 30, 2007	\$19.56	\$19.95	\$20.35
Level 6	Everyone on Step 7, June 30, 2007	\$21.20	\$21.62	\$22.06

Your summary of benefits



Your Plan: Anthem Century Preferred PPO H S A \$2,250/\$4,500

Your Network: Century Preferred RX copays \$10/\$30/\$50

This summary of benefits is a brief outline of coverage, designed to help you with the selection process. This summary does not reflect each and every benefit, exclusion and limitation which may apply to the coverage. For more details, important limitations and exclusions, please review the formal Evidence of Coverage (EOC). If there is a difference between this summary and the Certificate of Insurance or Evidence of Coverage (EOC), the Certificate of Insurance or Evidence of Coverage (EOC), will prevail.

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Overall Deductible <i>See notes section to understand how your deductible works. Your plan may also have a separate Prescription Drug Deductible. See Prescription Drug Coverage section.</i>	\$2,250 person / \$4,500 family	
Out-of-Pocket Limit <i>When you meet your out-of-pocket limit, you will no longer have to pay cost-shares during the remainder of your benefit period. See notes section for additional information regarding your out of pocket maximum.</i>	\$3,250 person / \$6,500 family	\$5,500 person / \$11,000 family
Preventive care/screening/immunization <i>In-network preventive care is not subject to deductible, if your plan has a deductible. Included are the preventive care services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits.</i>	No charge	20% coinsurance after deductible is met
Doctor Home and Office Services Primary care visit to treat an injury or illness	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Specialist care visit	0% coinsurance after deductible is met	20% coinsurance after deductible is met

Your summary of benefits

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Routine Prenatal Care	No Charge	20% coinsurance after deductible is met
Routine Postnatal Care	No Charge	20% coinsurance after deductible is met
Other practitioner visits: Retail health clinic	0% coinsurance after deductible is met	20% coinsurance after deductible is met
On-line Medical Visit <i>Live Health Online is the preferred telehealth solutions (www.livehealthonline.com)</i>	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Acupuncture <i>Covered</i>	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Other services in an office: Allergy testing	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Chemo/radiation therapy	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Dialysis/Hemodialysis	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Prescription drugs <i>For the drugs itself dispensed in the office thru infusion/injection.</i>	0% coinsurance after deductible is met	20% coinsurance after deductible is met

Your summary of benefits

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Diagnostic Services Lab: Office Freestanding/ Site-of-Service Lab Outpatient Hospital	0% coinsurance after deductible is met 0% coinsurance after deductible is met 0% coinsurance after deductible is met	20% coinsurance after deductible is met 20% coinsurance after deductible is met 20% coinsurance after deductible is met
X-ray: Office Freestanding/ Site-of-Service Radiology Center Outpatient Hospital	0% coinsurance after deductible is met 0% coinsurance after deductible is met 0% coinsurance after deductible is met	20% coinsurance after deductible is met 20% coinsurance after deductible is met 20% coinsurance after deductible is met
Advanced Diagnostic Imaging: <i>Imaging services include MRI, MRA, CAT, CTA, PET, and SPECT scans</i> Office Freestanding/ Site-of-Service Radiology Center Outpatient Hospital	0% coinsurance after deductible is met 0% coinsurance after deductible is met 0% coinsurance after deductible is met	20% coinsurance after deductible is met 20% coinsurance after deductible is met 20% coinsurance after deductible is met

Your summary of benefits

Covered Medical Benefits		Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Emergency and Urgent Care			
Urgent Care		0% coinsurance after deductible is met	20% coinsurance after deductible is met
Emergency Room Facility Services		0% coinsurance after deductible is met	Covered as In-Network
Emergency room doctor and other services		0% coinsurance after deductible is met	Covered as In-Network
Ambulance Transportation		0% coinsurance after deductible is met	Covered as In-Network
Outpatient Mental Health and Substance Use Disorder			
Doctor office visit and Online Visit		0% coinsurance after deductible is met	20% coinsurance after deductible is met
Facility visit: Facility fees		0% coinsurance after deductible is met	20% coinsurance after deductible is met
Doctor Services		0% coinsurance after deductible is met	20% coinsurance after deductible is met
Outpatient Surgery			
Facility fees:			
Hospital		0% coinsurance after deductible is met	20% coinsurance after deductible is met
Freestanding Surgical Center		0% coinsurance after deductible is met	20% coinsurance after deductible is met

Your summary of benefits

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Doctor and other services	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Hospital Stay (all Inpatient stays including Maternity, Mental/Behavioral Health, Substance Abuse, Infertility, Hospice and Human Organ and Tissue Transplant services):		
Facility fees (for example, room & board)	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Doctor and other services	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Recovery & Rehabilitation		
Home health care <i>Coverage is limited to 200 visits per benefit period (80 of those visits can be Home Health Aide visits). Limit is combined In-Network and Non-Network.</i>	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Rehabilitation services (for example, physical/speech/occupational therapy/chiropractic):		
Office <i>Coverage for rehabilitative and habilitative physical therapy, occupational therapy, chiropractic and speech therapy combined is limited to 50 visits per benefit period. Limit is combined across professional visits and outpatient facilities. Limit is combined In-Network and Non-Network.</i>	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Outpatient hospital <i>Coverage for rehabilitative and habilitative physical therapy, occupational therapy, chiropractic and speech therapy combined is limited to 50 visits per benefit period. Limit is combined across professional visits and outpatient facilities. Limit is combined In-Network and Non-Network.</i>	0% coinsurance after deductible is met	20% coinsurance after deductible is met

Your summary of benefits

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Cardiac rehabilitation Office Outpatient hospital	0% coinsurance after deductible is met 0% coinsurance after deductible is met	20% coinsurance after deductible is met 20% coinsurance after deductible is met
Skilled nursing care (in a facility) <i>Coverage for In-Network Provider and Non-Network Provider combined is limited to 120 days per benefit period.</i>	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Hospice	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Durable Medical Equipment <i>Coverage for hearing aids is limited to 1 per ear every 2 years.</i>	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Prosthetic Devices <i>Mandatory coverage of a wig if prescribed by a licensed oncologist for a patient who suffers hair loss as a result of chemotherapy. Member cost share for prosthetic arms, legs and microprocessors is 0% coinsurance after deductible when In-Network.</i>	0% coinsurance after deductible is met	20% coinsurance after deductible is met

Your summary of benefits

Covered Prescription Drug Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Pharmacy Deductible	Combined with medical deductible	Combined with medical deductible
Pharmacy Out of Pocket	Combined with medical out of pocket maximum	Combined with medical out of pocket maximum
Prescription Drug Coverage <i>National Drug List</i> <i>This product has a 30-day supply is available at a Retail Pharmacy. A 90 day supply is available through Home Delivery.</i>		
Tier 1 - Typically Generic <i>Covers up to a 30 day supply (retail pharmacy). Covers up to a 90 day supply (home delivery program).</i>	\$10 copay after deductible is met (\$10 retail and home delivery).	20% coinsurance after deductible (retail)
Tier 2 – Typically Preferred Brand <i>Covers up to a 30 day supply (retail pharmacy). Covers up to a 90 day supply (home delivery program).</i>	\$30 copay after deductible is met (\$60 copay home delivery).	20% coinsurance after deductible (retail)
Tier 3 - Typically Non-Preferred Brand <i>Covers up to a 30 day supply (retail pharmacy). Covers up to a 90 day supply (home delivery program).</i>	\$50 copay after deductible is met (\$100 retail and home delivery).	20% coinsurance after deductible (retail)

Your summary of benefits

Notes:

- ♦ The family deductible and out-of-pocket maximum are non-embedded; the deductible can be met individually or accumulatively.
- ♦ Your coinsurance, copays and deductible count toward your out of pocket amount.
- ♦ For additional information on this plan, please visit sbc.anthem.com to obtain a "Summary of Benefit Coverage".
- ♦ If your plan includes out of network benefits, all services with calendar/plan year limits are combined both in and out of network.
- ♦ If your plan includes out of network benefits and you use a non-participating provider, you are responsible for any difference between the covered expense and the actual non-participating providers charge. When receiving care from providers out of network, members may be subject to balance billing in addition to any applicable copayments, coinsurance and/or deductible. This amount does not apply to the out of network out of pocket limit.

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(TTY/TDD: 711)

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MEMORANDUM OF UNDERSTANDING
Between
Newtown Board of Education
And
Newtown Educational Assistants, Local 136
International Federation of
Professional & Technical Engineers, AFL/CIO/CLC

The following has been agreed to between the Newtown Board of Education and Newtown Educational Assistants, Local 136, International Federation of Professional & Technical Engineers, AFL/CIO/CLC:

- 1) There are five Educational Assistants currently working in the Library Media Centers at each of the four elementary schools and at Reed Intermediate School. After significant discussion, and development of a job description (attached), it was agreed that the position is a hybrid position, i.e., a combination of aspects of an educational assistant and of other responsibilities. Historically, the position has been in the educational assistant union. The focus of the position is on instructional support, as well as supporting the running of the Library Media Center. Thus, the position will be maintained in the Educational Assistants Federation with a separate category of Elementary (K-6) Library Media Assistant.
- 2) Due to the different responsibilities of an Educational Assistant working in the Library Media Center (as compared to other Educational Assistants), it is agreed that these positions will have a different rate of pay than other Federation members. The rate of pay will be unrelated to the Date of Hire, and will be set at Level 4, as set out in the Newtown Educational Assistant contract. The rate of pay for 2008-09 will be \$13.97/hour.
- 3) It is further agreed that individual employees in these five positions during the course of the 2007-08 school year will be paid a retroactive rate for the entire 2007-08 year, for the hours that they worked. The rate of pay for 2007-08 will be \$13.56/hour.
- 4) The work year for the Elementary (K-6) Library Media Assistants will be five days longer than the contractual work year for Educational Assistants, with three days prior to and two days after the end of the regular work year.

Joan G. Libby
For the Board

6/12/08
Date

Mary C. Shank
For the Federation
Peggy M. McIntyre
For the Federation
6/17/08
Date

